

State of Vermont

Dept of Buildings & General Svcs
Office of Purchasing & Contracting
1078 US Rte 2 - Middlesex
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000019835
Wright Express Financial Services Corp
5353 S 960 East Ste 200
Salt Lake City UT 84117
USA

Phone #: 207-523-6603

Contract ID 0000000000000000000012787		Page 1 of 6
Contract Dates 07/01/2008 to 06/30/2012		Origin CPS
Description: UNIVERSAL FUEL CARD		Contract Maximum \$999,999,999.00
Buyer Name Smith,Steven D	Buyer Phone 828-4681	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		UNIVERSAL FUEL CARD PROGRAM	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE A UNIVERSAL FUEL SERVICE CARD AND CARD MANAGEMENT SYSTEM TO THE VARIOUS STATE AGENCIES AND POLITICAL SUBDIVISIONS WITHIN VERMONT.

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR FUEL CARD ISSUED SEPTEMBER 20, 2007 AND VENDOR'S RESPONSE DATED OCTOBER 30, 2007.

PERIOD OF PERFORMANCE: JULY 1, 2008 - JUNE 30, 2012 WITH AN OPTION TO RENEW FOR FOUR ADDITIONAL ONE YEAR PERIODS.

ATTACHMENTS: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 AND ATTACHMENT "A" ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

WRIGHT EXPRESS POINT OF CONTACT:
RENATA CAINE
PHONE: 650-556-1044
CELL: 650-954-8154
FAX: 650-556-1059
EMAIL: Renata_Caine@wrightexpress.com

STATE OF VERMONT POINT OF CONTACT:
STEVE SMITH
PURCHASING AGENT
PHONE: 802-828-4681
FAX 802-828-2222
EMAIL: Steven.smith@state.vt.us

THE WRIGHT EXPRESS UNIVERSAL CREDIT CARD CAN BE USED FOR THE PURCHASE OF FUEL OR VEHICLE SERVICES AT THE POSTED PRICE AND IS ACCEPTED BY EXXON, MOBIL, CITGO AND SHELL IN VERMONT, AS WELL AS BY CHEVRON, TEXACO, SUNOCO, GULF, IRVING GETTY AND OTHERS. FOR A COMPLETE LIST OF ACCEPTING LOCATIONS NATIONWIDE, VISIT [HTTP://WWW.WRIGHTEXPRESS.COM/WEX/WEX-UNIVERSAL-LOCATIONS.CFM](http://WWW.WRIGHTEXPRESS.COM/WEX/WEX-UNIVERSAL-LOCATIONS.CFM).

DEFINITIONS:

1. "AGGREGATE ANNUAL RETAIL TRANSACTIONS" SHALL BE DEFINED AS THE TOTAL AMOUNT OF RETAIL TRANSACTIONS USING CARDS THAT APPEAR ON INVOICES PROVIDED TO THE STATE OF VERMONT (THE "STATE") AND ITS PARTICIPATING ENTITIES DURING EACH CONTRACT YEAR (THE PERIOD OF 12 MONTHS FOLLOWING THE EFFECTIVE DATE OF A NEW CONTRACT) NET OF THE TOTAL AMOUNT OF ALL REFUNDS (SUCH AS CREDITS OR DISPUTED ITEMS) OR ANCILLARY CHARGES APPEARING ON SUCH ACCOUNT.
2. "ANNUAL AVERAGE TICKET SIZE" SHALL MEAN THE AGGREGATE AVERAGE AMOUNT OF ALL INDIVIDUAL RETAIL PURCHASES POSTED TO ALL ACCOUNTS (FOR THE STATE AND ALL PARTICIPATING ENTITIES) DURING AN ANNUAL CONTRACT PERIOD.
3. "CONTRACT" SHALL MEAN A CONTRACT BETWEEN THE STATE OF VERMONT AND WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION AS A RESULT OF THIS REQUEST FOR PROPOSAL AND RESPONSE.
4. "PARTICIPATING ENTITIES" SHALL BE DEFINED AS ANY ENTITY AUTHORIZED BY VERMONT LAW OR THE STATE OF VERMONT TO PARTICIPATE IN THE CONTRACT BETWEEN THE PARTIES WHO HAVE COMPLETED A PARTICIPATION ADDENDUM REQUESTING TO PARTICIPATE IN THE CONTRACT. EXAMPLE: AGENCY/DEPARTMENT; BGS FLEET OPERATIONS/DPS AND/OR VAOT.
5. "RETAIL TRANSACTIONS" SHALL MEAN ALL PURCHASES MADE USING CARDS AT RETAIL (NOT BULK, PRIVATE SITE OR MOBILE) LOCATIONS. RETAIL TRANSACTIONS SHALL NOT INCLUDE: (I) THOSE AMOUNTS REPRESENTING FEES, LATE FEES AND OTHER FEES OR CHARGES POSTED TO YOUR ACCOUNTS (SUCH AS LATE FEES, RETURNED CHECK FEES, COLLECTION COSTS, ADMINISTRATIVE FEES AND REPORTING FEES), OR (II) ANY AMOUNTS POSTED TO AN ACCOUNT WITH RESPECT TO WHICH A CARD HAS BEEN REPORTED LOST OR STOLEN.

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6. WEXONLINE® & WEXLINK:

WEXONLINE & WEXLINK IS ACCESSED VIA THE INTERNET, PROVIDING DESIGNATED USERS WITH REAL-TIME ACCESS TO ACCOUNT INFORMATION FROM ANY INTERNET CAPABLE COMPUTER, 24 HOURS A DAY. YOU CAN ALSO ACCESS TRANSACTION DATA AS IT POSTS. PROGRAM ADMINISTRATORS CAN ASSIGN VARYING LEVELS OF ACCESS INCLUDING READ-ONLY TO FLEET OR ACCOUNTING PERSONNEL, BASED ON THEIR NEEDS.

7. WEXPAY -

WEXPAY IS A TOOL THAT ENABLES OUT-OF-NETWORK PURCHASES AT AN ADDITIONAL 500,000 MERCHANTS IN THE MASTERCARD® NETWORK UTILIZING A GHOST CARD (VIRTUAL CARD) INTERFACE.

TYPICALLY USED FOR INDEPENDENT OR GEOGRAPHICALLY REMOTE FUEL AND SERVICE SITES, IT PROVIDES THE CONTROL OF A FLEET CARD WITH THE CONVENIENCE OF A CREDIT CARD. THIS OUT-OF-NETWORK TOOL WILL REDUCE THE NUMBER OF SITES WHERE DRIVERS WOULD HAVE TO USE AN ALTERNATIVE FORM OF PAYMENT.

CARD REQUESTS:

CARD DELIVERY METHODS: CARDS WILL BE SHIPPED VIA COMMON CARRIER DIRECTLY TO THE SPECIFIED AGENCY/ORGANIZATION. THERE IS A \$12.50 OVERNIGHT SHIPPING FEE FOR EXPEDITED ORDERS.

CARD REPLACEMENT: WRIGHT EXPRESS WILL PROCESS REQUESTS FOR REPLACEMENT CARDS FOR LOST, DAMAGED OR STOLEN CARDS WITHIN ONE BUSINESS DAY. IF NOTIFICATION IS RECEIVED BY 3:30 P.M. EASTERN TIME, YOU CAN HAVE CARDS SENT THAT DAY, VIA OVERNIGHT MAIL FOR A \$12.50 FEE (SHOULD YOU NOT ALREADY HAVE A DIRECT ACCOUNT WITH THE SHIPPER).

THE WRIGHT EXPRESS MAGNETIC STRIP CARD IS A STANDARD SIZE PLASTIC CHARGE CARD WITH AN ENCODED MAGNETIC STRIP ON THE BACK. THE STRIP IS ENCODED WITH THE ACCOUNT AND CARD INFORMATION WHICH, WHEN READ AT THE POINT OF SALE, IS MARRIED IN OUR SYSTEMS WITH LEVEL III DATA OBTAINED DURING THE TRANSACTION.

WRIGHT EXPRESS USES A THREE-YEAR ACTIVE PERIOD FOR OUR CARDS DUE TO THE WEAR AND TEAR ON THE MAGNETIC STRIP THAT WILL REQUIRE A CARD TO BE REPLACED FOR OPTIMUM PERFORMANCE. WRIGHT EXPRESS WILL SEND NEW CARDS TO CARD HOLDERS 45 DAYS PRIOR TO THE CARD EXPIRATION DATE.

CARD MANAGEMENT SYSTEM:

WEXONLINE

WEXLINK

M5 - CONTRACTOR WILL PROVIDE A TRANSACTION INTERFACE FILE COMPATIBLE THE STATE'S M5 FLEET MANAGEMENT PROGRAM. CONTRACTOR WILL WORK WITH THE STATE OF VERMONT TO IMPLEMENT CHANGES AS REQUIRED.

FRAUD/LIABILITY:

USE OF A CARD AND ENTRY OF THE APPLICABLE DRIVER IDENTIFICATION NUMBER CONSTITUTES AUTHORIZED USE FOR ALL PURPOSES. SUBJECT TO ANY LIMITATIONS IMPOSED BY APPLICABLE LAW, THE STATE WILL BE LIABLE TO US FOR ALL UNAUTHORIZED USE OF A CARD UNTIL YOU NOTIFY US OF SUCH USE.

HOWEVER, IF A TRANSACTION(S) IS DETERMINED TO BE THE RESULT OF TECHNOLOGICAL COMPROMISE OF THE ACCOUNT/CARD INFORMATION, AND THAT COMPROMISE HAS BEEN PERPETRATED SOLELY BY A THIRD PARTY WITH NO INVOLVEMENT, PARTICIPATION, OR COLLUSION BY THE CARDHOLDER, AGENT, OR EMPLOYEE OF THE CUSTOMER, THE TRANSACTION(S) WOULD BE CREDITED TO THE ACCOUNT UPON CLOSURE OF THE INVESTIGATION.

ALL TRANSACTIONS AND STANDARD EXCEPTION REPORTS ARE AVAILABLE VIA WEXONLINE.

FEE SCHEDULE:

ACCOUNT SET-UP FEE - \$0

MONTHLY CARD CHARGE - \$0

REPLACEMENT CARD CHARGE - \$0

WEXONLINE® - \$0

WEXLINK® - \$0

REPRODUCED VAR (Vehicle Analysis Report, paper statement)* - \$25.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
		OVERNIGHT MAIL FEES* - \$12.50				
		GENERAL RESEARCH FEE* - \$15.00 PER HOUR				
		RETURNED ITEM FEE (NSF/ACH)* - \$20.00				
		INTERNATIONAL TRANSACTION FEE - 1% OF TOTAL TRANSACTION AMOUNT				

* THESE FEES ARE ONLY INCURRED UPON THE STATE'S REQUEST OR THE OCCURRENCE OF A RETURNED ITEM.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.
INVOICES CAN BE MAILED DIRECTLY TO THE PARTICIPATING INSTITUTION OR AGENCY. WE CAN NOTIFY YOU BY EMAIL WHEN INVOICES ARE AVAILABLE TO BE VIEWED ONLINE. THESE NOTICES CAN BE SENT TO MULTIPLE RECIPIENTS IF THE STATE CHOOSES.

PAYMENTS: PAYMENT SHOULD BE SENT TO P.O. BOX 6293, CAROL STREAM, IL 60197-6293.

REPORTING:

WRIGHT EXPRESS REQUIRES ALL OF ITS PARTICIPATING VENDORS TO BE LEVEL III CAPABLE. WRIGHT EXPRESS CONSISTENTLY OFFERS A HIGH LEVEL OF DATA CAPTURE AT A BROAD RANGE OF FUELING LOCATIONS THAT WILL BE REPORTED BACK TO THE STATE VIA STANDARD OR AD HOC REPORTING.

WITH PURCHASE ALERTS, THE STATE RECEIVES AN EMAIL NOTIFICATION WHEN A TRANSACTION HAS OCCURRED THAT IS OUTSIDE OF THE STATE'S CHOSEN PURCHASE POLICY. THE TRANSACTION IS AUTHORIZED, KEEPING THE DRIVER ON THE ROAD. TRANSACTIONS THAT EXCEED SET PARAMETERS WILL NOT BE DECLINED, BUT AN EMAIL NOTIFICATION WILL BE SENT TO THE DESIGNATED FLEET CONTACT, NOTIFYING THEM THAT A PARAMETER HAS BEEN EXCEEDED.

IN ADDITION TO THE EXCEPTION REPORT SENT MONTHLY, WRIGHT EXPRESS ALSO OFFERS FLEXIBLE EXCEPTION REPORTING. FLEXIBLE EXCEPTIONS CAN BE REPORTED VIA E-MAIL ON A DAILY, WEEKLY, OR MONTHLY BASIS. PAPER REPORTS CAN BE DISTRIBUTED ON A WEEKLY OR MONTHLY BASIS. THIS REPORTING FEATURE PROVIDES THE STATE WITH A SUMMARY OF KEY EXCEPTIONS FOR YOUR FLEET, ENABLING YOU TO CLOSELY MONITOR AND ACT ON TRANSACTIONS THAT FALL OUTSIDE OF THE STATE'S ACCEPTED POLICIES.

MONTHLY BILLING, PAYMENT AND LATE FEES:

TYPICALLY PURCHASES ARE DUE AND PAYABLE IN FULL UPON BILLING AND AN ACCOUNT IS CONSIDERED DELINQUENT IF PAYMENT IS NOT MADE WITHIN 26 DAYS OF THE BILLING DATE APPEARING ON THE INVOICE.

IN THE CASE OF DELINQUENT ACCOUNTS, LATE FEES WILL BE ASSESSED AT A PERIODIC (MONTHLY) LATE FEE RATE OF 1.916%, WHICH IS EQUAL TO THE CORRESPONDING ANNUAL PERCENTAGE RATE OF 22.99% DIVIDED BY 12. THE BALANCE SUBJECT TO A LATE FEE WILL BE THE AVERAGE DAILY BALANCE OF YOUR ACCOUNT FOR THE BILLING PERIOD IN WHICH THE LATE FEE IS ASSESSED. WE DETERMINE THE AVERAGE DAILY BALANCE BY ADDING THE DAILY BALANCES IN THE ACCOUNT DURING THE BILLING PERIOD AND DIVIDING THIS TOTAL BY THE NUMBER OF DAYS IN THE BILLING PERIOD, ADDING ANY NEW PURCHASES POSTED TO THE ACCOUNT ON THAT DAY, AND SUBTRACTING ANY PAYMENTS AND CREDITS ENTERED ON THAT DAY. THE LATE FEE WILL EQUAL THE PRODUCT OF THE AVERAGE DAILY BALANCE MULTIPLIED BY THE MONTHLY PERIODIC RATE. IN THE EVENT THAT THE CALCULATED LATE FEE IS LESS THAN TEN DOLLARS (\$10.00), A MINIMUM LATE FEE OF TEN DOLLARS (\$10.00) WILL BE CHARGED.

TAXES:

WHERE APPLICABLE, CONTRACTOR WILL INVOICE CUSTOMER NET OF ALL FEDERAL EXCISE AND STATE AND LOCAL TAXES.

FINANCIAL INCENTIVES:

CONTRACTOR OFFERS THE FOLLOWING FINANCIAL INCENTIVES (A THROUGH D) TO THE STATE AND ITS PARTICIPATING ENTITIES:

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A. VOLUME REBATE:

WRIGHT EXPRESS OFFERS THE STATE AN ANNUAL REBATE IN ACCORDANCE WITH THE BELOW REBATE TABLE OFF ALL RETAIL TRANSACTIONS (AS DEFINED BELOW) CHARGED TO YOUR ACCOUNT (THE "VOLUME REBATE"). THE REBATE WILL BE CALCULATED BY MULTIPLYING THE APPLICABLE REBATE PERCENTAGE BY THE TOTAL DOLLAR AMOUNT OF AGGREGATE ANNUAL RETAIL TRANSACTIONS (AS DEFINED BELOW). THE VOLUME REBATE IS EXPRESSLY CONDITIONED ON THE FOLLOWING: (I) AGGREGATE ANNUAL RETAIL TRANSACTIONS WILL BE AT LEAST \$3,000,000; AND (II) AVERAGE TICKET SIZE (AS DEFINED BELOW) WILL BE AT LEAST \$25.00. THEN FOR EACH MONTH FOR WHICH PAYMENT IN FULL IS RECEIVED WITHIN 26 CALENDAR DAYS OF THE BILLING DATE APPEARING ON THE STATE OR PARTICIPATING ENTITY'S INVOICE, SUCH ENTITY SHALL RECEIVE A REBATE.

VOLUME REBATE TABLE: SEE CONTRACT ATTACHMENT "A".

B. PAYMENT TIMING REBATE:

ADDITIONALLY, CONTRACTOR OFFERS A MONTHLY PAYMENT TIMING REBATE OF 1.5 BASIS POINTS (0.015%) FOR EACH DAY PRIOR TO OUR STANDARD 26 CALENDAR DAY PAYMENT PERIOD THAT THE STATE OR A PARTICIPATING ENTITY PAYS ITS BILL IN FULL (THE "PAYMENT TIMING REBATE").

PAYMENT TIMING REBATE TABLE: SEE CONTRACT ATTACHMENT "A".

C. IN ADDITION, CONTRACTOR OFFERS THE STATE A SIGNING BONUS (THE "SIGNING BONUS"). THIS SIGNING BONUS WILL BE IN THE FORM OF PAYMENT OF THREE DOLLARS (\$3.00) PER ACTIVE WRIGHT EXPRESS CARD (AS DEFINED BELOW) IN USE BY THE STATE AND ALL PARTICIPATING ENTITIES AS CALCULATED NINETY (90) DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT BETWEEN THE PARTIES. AS USED HEREIN, AN ACTIVE WRIGHT EXPRESS CARD IS A CARD THAT HAS BEEN USED TO PURCHASE FUEL OR SERVICES WITHIN 90 DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT BETWEEN THE PARTIES. THIS WILL BE A ONE TIME PAYMENT MADE DIRECTLY TO THE STATE OF VERMONT WITHIN 120 DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT BETWEEN THE PARTIES.

D. MERCHANT REBATE:

WRIGHT EXPRESS HAS ALSO NEGOTIATED REBATES AND DISCOUNTS AT THE FOLLOWING MERCHANTS FOR THE STATE AND ALL PARTICIPATING ENTITIES (THE "MERCHANT REBATES"). SEE CONTRACT ATTACHMENT "A" FOR LIST OF MERCHANTS.

THE MERCHANT REBATES ARE EXPRESSLY CONDITIONED ON THE FOLLOWING: (I) USE OF THE WRIGHT EXPRESS CARD AT THE LOCATION; AND (II) CONTINUATION OF THE MERCHANT REBATE BY THE MERCHANT. PLEASE NOTE THAT THE MERCHANT MAY SUSPEND, MODIFY OR DISCONTINUE THE MERCHANT REBATE AT ANY TIME. WRIGHT EXPRESS CANNOT GUARANTEE THAT THE MERCHANT REBATES WILL REMAIN THE SAME THROUGHOUT THE LIFE OF THE CONTRACT. IN ADDITION, THE MERCHANT REBATES ARE SUBJECT TO ANNUAL REVIEW BY THE MERCHANT OF STATE'S AND PARTICIPATING ENTITY'S PURCHASING VOLUME AT THE MERCHANT'S LOCATIONS.

PAYMENTS FOR MERCHANT REBATES WILL BE IN THE FORM OF CREDITS WHICH WILL APPEAR ON THE STATE OR PARTICIPATING ENTITY'S INVOICES (AS APPLICABLE) MONTHLY IN ARREARS.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

CANCELLATION: THIS CONTRACT MAY BE CANCELED BY EITHER PARTY BY GIVING WRITTEN NOTICE AT LEAST 120 DAYS IN ADVANCE.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY

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THE CONTRACTOR.						

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 ** REPORT DUE: APRIL 15
REPORTING PERIOD: APRIL 1 - JUNE 30 ** REPORT DUE: JULY 15
REPORTING PERIOD: JULY 1 - SEPTEMBER 30 ** REPORT DUE: OCTOBER 15
REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 ** REPORT DUE: JANUARY 15

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: [HTTP://WWW.BGS.STATE.VT.US/FORMS/BGS_SURVEYS/INDEX.PHP?TYPE=CUSTOMER&ACTION=CUSTOMER](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____